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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Valentino Dimitrov, individually, and on behalf of  
all others similarly situated;

Plaintiff,

v.

Stavatti Aerospace. Ltd, a Minnesota corporation;  
Stavatti Aerospace Ltd, a Wyoming corporation;  
Stavatti Corporation, a Minnesota corporation;  
Stavatti Immobiliare. Ltd. A Wyoming  
corporation; Stavatti Niagara, Ltd. A New York  
corporation; Stavatti Super Fulcrum, Ltd, a  
Wyoming corporation; Stavatti Ukraine, a  
Ukrainien business entity; Stavatti Heavy  
Industries Ltd. a Hawaii corporation; Christopher  
Beskar and Maja Beskar, husband and wife; Brian  
Colvin and Corrina Colvin, husband and wife;  
John Simon and Jean Simon husband and wife ;  
William Mcewen and Patricia Mcewen, Husband  
and wife; Rudy Chacon and Jane Doe Chacon.  
Husband and wife; and DOES 1-10, inclusive

Defendants.

Case No. 2:23-CV-00226-DJH

**DEFENDANTS' RESPONSE  
IN OPPOSITION TO  
PLAINTIFF'S MOTION  
FOR SUMMARY  
JUDGMENT AGAINST  
DEFENDANTS STAVATTI  
AEROSPACE LTD., AND  
CHRISTOPHER BESKAR**

Defendants Stavatti Aerospace Ltd, a Wyoming corporation (hereafter the  
"Corporation") and Christopher Beskar, two of the fourteen originally named  
defendants, by and through undersigned counsel on their behalf and on behalf of the  
other named defendants, with the exception of Brian Colvin, (hereinafter sometimes  
the "Represented Defendants") respectfully submit this Response in Opposition to  
Plaintiff's Motion for Summary Judgment against Stavatti Aerospace LTD., a

Wyoming corporation and Christopher Beskar. This response is supported by the following Memorandum of Points and Authorities.

### **Memorandum of Points and Authorities**

#### **Introduction:**

Plaintiff filed his complaint alleging all manner of deceitful, nefarious and conspiratorial conduct by eight separate corporations and five individuals along with their wives concerning a promissory note created by Defendant Brian Colvin and signed by Plaintiff but not signed or authorized by the Company (the Promissory Note). Fortunately, as evidenced by Plaintiff's motion, Plaintiff has come to realize that this imagined network of fraudsters does not exist or at least had nothing to do with the Promissory Note at issue in this litigation. Plaintiff is now focusing on summary judgment against only one company, Stavatti Aerospace LTD, a Wyoming corporation (the "Company"), its CEO Chris Beskar and the Company's problem former associate, Brian Colvin who along with Plaintiff himself is largely responsible for the problems that resulted in this litigation.

#### **Factual Background:**

1. Plaintiff made his loan to the Company based upon his conversations with Defendant Rudy Chacon. See Deposition of Valentino Dimitrov attached as Exhibit A at 25-27
2. Plaintiff's whole connection to this investment was Defendant Rudy Chacon. See Dimitrov's depo/Exhibit A at 27-28.
3. Plaintiff did not speak with Brian Colvin until after his investment into the Company See Dimitrov's depo/Exhibit A at 26: 14-16
4. Plaintiff had no conversation with Chris Beskar before making his investment into the Company. See Dimitrov's depo/Exhibit A at 28 and 38.
5. Plaintiff did not speak with any of the other individually named defendants (other than Rudy Chacon) prior to making his loan to the Company. See Dimitrov's depo/Exhibit A at 28-29

- 1 6. None of the named corporate defendants made any representations to  
2 Plaintiff to entice Plaintiff into making his loan to the Company. See  
3 Dimitrov depo/Exhibit A at 29: 9-12.
- 4 7. Plaintiff understood in his conversations with Rudy Chacon that the  
5 Company was in negotiations with an investment banking firm named Del  
6 Morgan to provide funding for the Company. See Dimitrov's depo/Exhibit A  
7 at 39: 12-16.
- 8 8. The Company was in negotiations with Del Morgan to provide funding for  
9 the Super Fulcrum project. Referenced below.
- 10 9. The Company had created a draft Private Placement Memorandum (PPM)  
11 for use by Del Morgan for the Super Fulcrum project.<sup>1</sup> See Deposition of  
12 Chris Beskar attached as Exhibit B at 166-167.
- 13 10. Plaintiff was not provided a copy of the PPM nor did he not see or read the  
14 draft PPM prior to making the loan. See Dimitrov depo/Exhibit A at 6-9.
- 15 11. Plaintiff never asked for any information on the company, financial  
16 statements etc. See Dimitrov depo/Exhibit A at 39.
- 17 12. Plaintiff made his investment into the Company solely on the suggestion of  
18 Rudy Chacon. See Dimitrov's depo/Exhibit A at 25-26
- 19 13. Rudy Chacon received no compensation for lending/investing into the  
20 Company. See Chacon depo/Exhibit C at 25: 11-18
- 21 14. Brian Colvin did not share with Chris Beskar or the Company who his  
22 prospective investors were and his actions while working for the Company  
23

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24 <sup>1</sup> The Super Fulcrum project was a plan to use the Company's proprietary  
25 technology to upgrade existing MIG-29 Fulcrum Aircraft fighter planes to current  
26 technological standards to be marketed, sold and provided to allied Mig-29  
27 operators worldwide. This project was and is supported by the Ukrainian  
28 government who had issued a prospective order for x upgrades conditioned on  
the Company first making a prototype to demonstrate reality of the project.

1           were very secretive and he concealed the names of investors and others he  
2           was dealing with from the Company. See Beskar depo/Exhibit B at 184-185  
3           and 202-204.

4           15. The Company was not provided with the Promissory Note before it was used  
5           and it had not been authorized for use by the Company. See Beskar  
6           depo/Exhibit B at 183: 2-4 and Affidavit of Chris Beskar attached as Exhibit  
7           D.

8           16. Brian Colvin never insisted on Plaintiff providing proof of his being an  
9           accredited investor. See Dimitrov depo/Exhibit A at 8-9.

10          17. Plaintiff however testified that he qualifies as an accredited investor. See  
11          Dimitrov depo/Exhibit A at 11: 15-24

12          18. Rudy Chacon learned about Stavatti after talking with Brian Colvin. He had  
13          known Brian Colvin for approximately 20 years. Mr. Colvin told him about  
14          the Company and the fact that the Company was working with an  
15          investment banking firm named Del Morgan to raise funds for the Company.  
16          See deposition of Rudy Chacon attached as Exhibit C at 17:11-19.

17          19. Rudy knew Plaintiff and introduced him to the investment opportunity that  
18          Brian had spoken with him about. Rudy had no prior connections or  
19          association with the Company. Rudy introduced the Stavatti opportunity  
20          presented to him by Brian Colvin to Plaintiff and others in a pool of  
21          investors who were interested in participating in something. See Chacon  
22          depo/Exhibit C at 14-15.

23          20. Mr. Chacon invested around \$225,000 into the Company. See Chacon  
24          depo/Exhibit C at 19: 4-7.

25          21. Mr. Chacon's investment was made upon the same terms as the Dimitrov  
26          Promissory Note. See Chacon depo/Exhibit C at 31: 12-16.

27          22. Mr. Chacon obtained the information upon which he used to decide to invest  
28          in the Company exclusively from Brian Colvin. He also researched Del

1 Morgan and was suitably impressed with that company. See Chacon  
2 depo/Exhibit C at 17: 11-19.

3 23.Mr. Chacon was not familiar with the Company's business operations and  
4 the success of the Company didn't matter to him. The basis of his  
5 investment decision was the possibility that Del Morgan might fund the  
6 Company because "if Del Morgan funded as it was proposed to do then we  
7 would be out before there was any operation." See Chacon depo/Exhibit B  
8 at 32: 16-24.

9 24.Mr. Chacon made no representations to Plaintiff about the Company's  
10 financial condition. See Chacon depo/Exhibit B at 29:11-16.

11 25.A number of other investors, also introduced by Rudy Chacon to the  
12 investment opportunity presented to him by Brian, also invested in the  
13 Company on the same terms as the Dimitrov Promissory Note. See Chacon  
14 depo/Exhibit C at 32: 10-12.

15 26.Del Morgan was engaged to raise funds for the Company and was paid  
16 \$100,000 in four increments to do so. See Beskar depo/Exhibit B at 128: 4-  
17 15.

18 27.The Company's process for taking on investors was well known in the  
19 Company. Someone brings forth investors and then in short order they  
20 would meet with the investors and prepare documents reflecting the parties'  
21 agreements. See Beskar depo/Exhibit B at 116: 2-16.

22 28.Chris Beskar did not know and had never met with or spoken with Plaintiff  
23 or with Rudy Chacon before Plaintiff and Mr. Chacon made their  
24 investments into the Company. He did not sign the promissory note and did  
25 not provide a template of a promissory note with his signature attached for  
26 use by Brian Colvin, See Beskar depo/Exhibit B at 111: 14-21.

27 29.When the \$900,000 and some other funds were deposited to the Company's  
28 bank account they accepted them. Brian Colvin had not provided the

1 Company with any documents related to the deposits and so the Company  
2 began requesting that information from him (Brian). The entire process was  
3 very strange, unexpected and not normal. When the money came in the  
4 Company did not have a way to contact the investor or know where to send a  
5 thank you note. See Beskar depo/Exhibit B at 112 -113

6 30.The Company did not believe it was deposited in error. They took it as an  
7 investment, however, as an investment coming in by way of an individual  
8 who had mismanaged the process of investment into the Company and who  
9 had prevented it from engaging the investor”. See Beskar depo/Exhibit B at  
10 114: 8-12

11 31.The Company did not receive a copy of the Promissory Note until August or  
12 September when the Company’s accounting service was doing an audited  
13 financial statement and demanded a copy of it from Brian. The terms of the  
14 Promissory Note had never been approved by the Company. See Beskar  
15 depo/Exhibit B at 114-15 and 163

16 32.Mr. Colvin was keeping his network of investors secret and would not share  
17 their identities or facilitate introductions to others in the Company. He did  
18 not inform the Company of the details of Plaintiff’s investment. Not until  
19 August/September 2022, when Brian surrendered the Promissory Note  
20 which had Plaintiff’s telephone number on it, did the Company have a  
21 means to locate him, other than through Brian who was keeping that from  
22 happening. See Beskar depo/Exhibit B at 115 and 163

23 33.The Company has procedures to be followed when accepting capital  
24 contributions. Brian did not follow those rules and procedures. While he was  
25 authorized to solicit funds he did not have the authority to craft terms sheets  
26 or to develop business relationships without the purview of Chris Beskar. In  
27 this case Brian Colvin was acting in a rogue capacity. See Beskar  
28 depo/Exhibit B at 129-130.



1 34. The Company began realizing it had problems with Mr. Colvin in March of  
2 2022 when they learned of serious misrepresentations by Mr. Colvin not  
3 only to investors and lenders but also the US Government culminating in  
4 around September of that year. The Company learned that Mr. Colvin was  
5 not only misrepresenting himself and the Company but also self-dealing to  
6 the detriment of the Company resulting in his termination. See Beskar  
7 depo/Exhibit B at 118: 6 to 126: 23.

8 35. Mr. Colvin created such problems with his misrepresenting himself as the  
9 Company president that the Company felt compelled to issue him business  
10 cards naming him as president in an effort to do damage control and to save  
11 corporate face. See Beskar depo/Exhibit B at 182: 2-13.

12 36. Mr. Colvin appears to have sent Chris Beskar an email on February 15,  
13 2022 which said that the “funding that was coming in will be structured as  
14 follows” then went on to suggest how the “PPO Project Equity” would be  
15 calculated and went on to specify the agreements to be generated for the  
16 prospective transactions. See Plaintiff’s Exhibit 68-13 Mr. Beskar appears  
17 to have responded saying “Thank you. This looks good to me” See  
18 Plaintiff’s Exhibit 68-14. At his deposition Mr. Beskar testified that “I don’t  
19 recall replying in that manner, and its irregular”. There are procedures for  
20 doing this sort of thing in the Company and this was not done in accordance  
21 with those procedures. See Beskar depo/Exhibit B at 134: 5-22 and 126. Mr.  
22 Colvin did not follow thru and provide any of the documents that his email  
23 said were to be generated for approval by the Company. Mr. Colvin’s  
24 February 15 proposed investment terms were unworkable and unrealistic as  
25 had been his previous efforts to raise funds. Regardless, if that proposal had  
26 been adhered to it would have been followed up with draft subscription  
27 agreements and promissory notes for approval by the Company and its  
28 Board of Directors. No such documents were presented by Brian. If Brian

1 had provided the Promissory Note to the Company, it would not have been  
2 approved. See Beskar's affidavit/Exhibit D.

3 37. The proper and planned procedure for raising funds under the prospective  
4 Del Morgan Regulation D offering for the Super Fulcrum project was to  
5 include very specific documents such as Subscription Agreements, non-  
6 disclosure agreements, shareholder agreements all properly executed and  
7 exchanged between the investor, Mr. Beskar and the Company. The  
8 transaction Mr. Colvin orchestrated with Plaintiff did not come close to the  
9 contemplated Reg D offering. It did not even follow the formalities  
10 specified in Brian's February 15, 2022 email; there were no Subscription  
11 Agreements or promissory notes provided to the Company as the email  
12 indicated would be forthcoming. Brian failed to follow the process. See  
13 Beskar depo/Exhibit B at 116: 8-25 and 183-185.

14 38. The history of Brian Colvin's efforts to raise funds for the Company was  
15 problematic as he regularly would propose transactions which did not fit the  
16 corporate structure which focused on raising funds via proper Reg D  
17 offerings. Chris Beskar was able over the years to steer him back into line  
18 but unfortunately was kept out of the loop by Brian and so was unable to  
19 intervene when Brian was putting Plaintiff's investment into effect. See  
20 Affidavit of Christopher Beskar attached hereto as Exhibit D.

21 39. Mr Colvin had not been authorized to take fees when raising money for the  
22 Company and was not authorized to take the fee he took for Plaintiff's  
23 investment. See Affidavit of Christopher Beskar attached hereto as Exhibit  
24 D.

25 40. The Company has always been very careful in how it raises capital and does  
26 so properly in accordance with the law. The Company currently has around  
27 eighty shareholders and there has never been any shareholder litigation or  
28



1 SEC complaints regarding the sale of unregistered securities. See Beskar  
2 Affidavit/Exhibit D.

3 41. The Company is a large well organized and properly run corporation  
4 following required corporate formalities with great business prospects. See  
5 Beskar Affidavit/Exhibit D.

6  
7 **Legal Argument:**

8 **a. Legal Standard**

9 Summary Judgment is not appropriate when there are genuine issues as to any  
10 material fact. Rule 56(a), Fed. R. Civ. P. Summary Judgment is precluded when  
11 disputes over material facts might affect the outcome and the disputed evidence is  
12 such that a reasonable jury could return a verdict for the nonmoving party. Anderson  
13 v. Liberty Lobby Inc., 477 U.S. 242, 248, 106 S. Ct. 2505 (1986). Such is the case  
14 here.

15 **b. Stavatti Aerospace and Chris Beskar did not violate any of the cited**  
16 **RICO statutes and did not intentionally sell any unregistered**  
17 **securities.**

18 All of the statutes referenced by Plaintiff contemplate liability for the  
19 intentional or reckless fraud in connection with the sale of securities. None of these  
20 statutes are applicable to the conduct of Mr. Beskar or the Company for the simple  
21 reason that Mr. Beskar and the Company did not even know about the terms of the  
22 Promissory Note until well after Mr. Colvin had orchestrated it. They did not know  
23 about the Promissory Note until well after its creation and had nothing to do with its  
24 creation therefore ruling out any intentional or reckless conduct on their part.

25 Mr. Colvin failed to follow the proper Company procedures in connection  
26 with Promissory Note. The terms of the Promissory note had not been presented to  
27 the Company for approval prior to its unauthorized execution.

1 If Represented Defendants were involved with a scheme to defraud anyone  
2 one would expect that there would be litigation or registered SEC complaints but  
3 there have been none. Brian Colvin's rogue actions in regard to the Promissory Note  
4 caused this unfortunate litigation.

5 **c. Neither Chris Beskar nor the Corporation signed or authorized the**  
6 **signing of the Promissory Note.**

7 The Promissory Note allegedly signed by Defendant Company CEO Chris  
8 Beskar was in fact not signed or authorized by Mr. Beskar. A brief review of the  
9 Note itself readily shows that the signature was cut and pasted from another  
10 document. Mr. Beskar did not authorize Mr. Colvin to utilize his signature for this or  
11 any other purposes.

12 As a general principal of law, liability will not be imposed upon the putative  
13 principal for acts which are outside the scope of the principal/agent relationship.  
14 Engler v. Gulf Interstate Engineering, Inc., 230 Ariz. 55 at (2012). Mr. Colvin was acting  
15 outside the scope of his agency and the Company is not liable for his unauthorized actions.

16  
17 **d. Brian Colvin did not have authority to use Chris Beskar's facsimile**  
18 **signature on the Promissory Note.**

19 Plaintiff's claim is based on the erroneous assumption that Chris Beskar had  
20 signed the Promissory Note and that therefore it is enforceable against the Company.  
21 The above recited statement of facts provides evidence that Mr. Beskar did not  
22 authorize or sign the Promissory Note and furthermore did not authorize Mr. Colvin  
23 to use his facsimile signature on the Promissory Note or on the other notes  
24 orchestrated by Mr. Colvin. While Mr. Colvin was hired on and given authorization  
25 to represent, assist and promote the Company in certain ways, the scope of his  
26 employment did not include the authority to sign binding financial agreements such  
27 as the Promissory Note in this case.  
28

1 Plaintiff's underlying assumption is that Brian Colvin was the Company's  
2 agent acting within his proper scope of authority when he acted as he did in this  
3 case. Plaintiff will have to prove the existence of an agency relationship and in this  
4 case and he will not be able to do so. The case of *Miller v. Mason-McDuffie Co. of S.*  
5 *Cal.*, 153 *Ariz.* 585, 589-93 (1987) is illustrative. The facts of that case are similar to those  
6 in ours and revolved around the whether or not the agent who was acting outside the scope  
7 of his authority had apparent authority to do what he did in that case. In its analysis of the  
8 concept of apparent authority and whether the principal in that case was responsible for the  
9 unauthorized acts of its agent, the Arizona Supreme Court wrote: "The touchstone of  
10 apparent authority is conduct of a principal that allows a third party reasonably to conclude  
11 that an agent is authorized to make certain representations or act in a particular way. It is  
12 firmly established that if the principal's conduct creates apparent authority, the principal is  
13 subject the liability for the agents' actions even if the agent was action for his own  
14 purposes." *Id*

15 The basis of the forgoing legal principal is the concept of reasonable reliance. The Court  
16 went on the say that "In order to hold a principal liable for an agent's acts on a theory of  
17 apparent authority, the third party must show that his reliance upon the agent's apparent  
18 authority was reasonable. See, e.g., *Lois Grunow Memorial Clinic v.*  
19 *Davis*, 49 **Ariz.** 277, 284, 66 P.2d 238, 241-42 (1937) (person dealing with agent  
20 must exercise "due caution" in ascertaining scope of agent's authority); *Shelby v.*  
21 *Zayre Corp.*, 474 So.2d 1069, 1071 (Ala.1985) (department store not liable to  
22 employee for alleged false statement made by assistant manager where employee's  
23 reliance on false statement not justifiable); *O'Malley v. Putnam Safe Deposit*  
24 *Vaults, Inc.*, 17 Mass.App. 332, 337, 458 N.E.2d 752, 757 (1983) (irregular actions  
25 of employee not reasonably necessary to authorized duties not within employee's  
26 apparent authority)."

27 In our case, neither the Company or Christopher Beskar did or said anything to  
28 support a claim that Plaintiff relied upon to them to conclude that Brian Colvin was  
an authorized agent when he orchestrated an unauthorized transaction with an

1 unauthorized facsimile signature of the Company president. Plaintiff admitted that  
2 he made his decision to invest in the Company solely on the basis of information he  
3 received from Rudy Chacon who in turn made his investment solely on the basis of  
4 information he received from Brian Colvin. Neither Plaintiff nor Rudy Chacon knew  
5 about the Company and had never met or spoken to Chris Beskar before Plaintiff's  
6 investment into the Company.

7         Given the facts and foregoing legal authority, it is clear that neither the  
8 Company or Mr. Beskar did anything to lead Plaintiff to believe that Mr. Colvin was  
9 authorized to present a promissory note that had not been authorized and was  
10 apparently too good to be true. Plaintiff made his decision to invest in the Company  
11 solely on information he learned from talking with Rudy Chacon.

12         Plaintiff might also suggest that even if the Promissory Note was not  
13 authorized by the Company that the Company's acceptance of the funds constitutes  
14 ratification of the unauthorized transaction. Mr. Beskar did send an email to  
15 Plaintiff's counsel after receiving an email from Plaintiff's counsel regarding default  
16 of the Promissory Note however that email simply confirmed that the Company  
17 intended to honor the obligation to repay the \$1,000,000 loan which it had received.  
18 That letter did not suggest that the terms of the Promissory Note should be honored  
19 as an authorized transaction according to all its terms. The intent of the letter was to  
20 provide substantive backup to the bona fides of the Company and to assure Plaintiff  
21 that when funds became available that Plaintiff would be repaid.

22         Plaintiff asserts that Defendants are obligated to repay him not only the one  
23 million dollars he loaned to the Company but also interest on the money and a return  
24 of \$5,000,000 in what he appears to contend was a guaranteed profit participation. A  
25 quick review of the Promissory Note shows that no interest rate is established but  
26 that profit participation of \$5,000,000 would be payable within 48 months. The Note  
27 is clear that the principal was to be repaid on May 1, 2023, approximately two  
28 months after the loan was made. As specified in the Note, quarterly payments of

1 profit participation were to be made “*as the project progresses. The start date will be*  
2 *announced after the commencement of the project launch date.*” The Promissory  
3 Note does not contain a guarantee of profit. It is noteworthy that the “Project” was  
4 not identified but from the context it appears clear that the Promissory Note must  
5 have been referring to the Super Fulcrum Mig -29 upgrade project. The  
6 commencement date of that project was not announced for the simple reason that the  
7 project has not yet been funded. Accordingly, no profit participation can be  
8 reasonably expected by Plaintiff. While Plaintiff testified he never reviewed  
9 anything from the Company before making his investment, he did sign the  
10 Promissory Note and must be bound by its terms. He has not argued that he did not  
11 know what he was signing or that the Defendants somehow kept him from reviewing  
12 the Promissory Note before signing it.

13 Similarly, because the Promissory Note was not signed or authorized by the  
14 Company there is no contract to rely upon for the award of attorney’s fees and so  
15 Plaintiff’s insistence on a return of his attorney’s fees is unsupported. If Plaintiff had  
16 exercised even a modicum of due diligence, something other than relying solely on  
17 Rudy Chacon’s decision to invest in the Company, and sought to communicate with  
18 the Company president before making a million-dollar investment, he cannot  
19 complain about suffering some consequence for his lack due diligence.

### 20 21 **Summary**

22 Plaintiff made his investment into the Company based solely upon the fact that his  
23 friend Rudy Chacon was going to invest in the Company. He took a complete flyer and  
24 gambled on what looked like a very impressive investment without any input or reliance,  
25 reasonable or otherwise, upon actions of Chris Beskar or the Company (other than the  
26 unauthorized actions of Brian Colvin). As set forth in Represented Defendant’s Motion for  
27 Summary Judgment, Plaintiff used a million dollars in cash for “his” investment that was  
28 not his to use and which he had not been authorized to invest. From the very outset of this

1 litigation and before, the Company has acknowledged receipt of the funds and has been  
2 clear in its intention to repay those funds. The complication now existing regarding  
3 repayment of the funds is that we now know that the funds Plaintiff used for the investment  
4 were not his to invest and he was not authorized by the owners to invest the funds the funds  
5 for them thus exposing Represented Defendants to liability to the real parties in interest  
6 should they pay those funds Plaintiff. The Company stands ready to stipulate to judgment  
7 for the \$1,000,000 provided the funds are somehow safeguarded by the Court to protect the  
8 real parties in interest and the Corporation for payment to Plaintiff.

9 **WHEREFORE**, based upon the forgoing, Represented Defendants respectfully  
10 request the Court to deny Plaintiff's Motion for Summary Judgment

11 **RESPECTFULLY SUBMITTED** THIS 5th day of September 2025.  
12

13  
14 BY \_\_\_\_\_/s/ Terry Dunmire \_\_\_\_\_  
15 Terrance D. Dunmire  
16  
17  
18  
19  
20  
21

22 **EXHIBITS ATTACHED TO DEFENDANTS RESPONSE IN OPPOSITION TO**  
23 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

24 **EXHIBIT A:** Select pages from Plaintiff Valentino Dimitrov's deposition transcript.

25 **EXHIBIT B:.** Select pages Chris Beskar's deposition transcript

26 **EXHIBIT C:.** Select pages from Rudy Chacon's deposition transcript

27 **EXHIBIT D:** Affidavit of Christopher Beskar  
28



CERTIFICATE OF SERVICE Terrance Dunmire hereby certifies that on this 5th day of September 2025, he electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing, with transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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Attorney for Brian and Corrina Colvin

Copy of the forgoing mailed  
this 5th day of September 2025 to:

HONORABLE DIANE J. HUMETEWA  
United States District Court Sandra Day O'Connor US Courthouse. Suite 625  
401 West Washington Street, SPC 81  
Phoenix, Arizona 85003

By: /s/ Terry Dunmire